UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA. CIVIL ACTION NO	UNITED STATES OF AMERICA,	CIVIL ACTION NO.
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Plaintiff, HONORABLE:

VS.

MARK A. VESSELLA AKA MARK ANTHONY VESSELLA,

Defendant,

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Macomb County, Michigan within the jurisdiction of this Court and may be served with service of process at 22843 Cushing Ave., Eastpointe, MI 48021.

The Debt - Account No. 1998A11636

3. The debt owed to the United States of America is as follows:

A. Current Principal (after application of all prior payments, credits, and offsets)	\$7,311.18
B. Current Capitalized Interest Balance and Accrued Interest	\$3,002.20
C. Accrued Capitalized Interest since July 28, 199	8 \$10,646.21
Owed	\$20,959.59

The Debt – Account No. 1998A14480

4. The debt owed to the United States of America is as follows:

Total Owed (for Accounts 1998A11636 and 1998A14480)	\$29,333.12
Owed	\$8,373.53
C. Accrued Capitalized Interest since July 28, 1998	\$4,024.80
B. Current Capitalized Interest Balance and Accrued Interest	\$1,194.39
A. Current Principal (after application of all prior payments, credits, and offsets)	\$3,154.34

The Certificates of Indebtedness, attached as Exhibits "A and B", shows the total owed excluding attorney's fees and CIF charges. The principal balance and interest balance shown on the Certificate of Indebtedness is correct as the date of the Certificate of Indebtedness after application of all prior payments, credits and offsets. Prejudgment interest for account 1998A11636 accrues at the rate of 9.13% per annum and prejudgment interest for account 1998A14480 accrues at the rate of 8.0% per annum.

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Failure to Pay

Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

- D. For the sums set forth in paragraph 3 and 4 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 and that interest on the judgment be at the legal rate until paid in full;
 - E. For attorney's fees to the extent allowed by law;
 - F. Filing fee of \$350.00 as premitted by 28 U.S.C. § 2412(a)(2); and,

G. For such other relief which the Court deems proper.

Respectfully submitted,

By: /s/ Craig S. Schoenherr, Sr.
CRAIG S. SCHOENHERR, SR. (P32245)
Attorney for Plaintiff
O'Reilly Rancilio PC

12900 Hall Rd Ste 350 Sterling Heights, MI 48313 Phone: (586) 726-1000

Fax: (586) 726-1560 cschoenherr@orlaw.com

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Mark A. Vessella AKA: Mark Anthony Vessella 22843 Cushing Ave East Pointe, MI 48021 SSN:36-3715

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 07/28/98.

On or about 05/21/87, the borrower executed promissory note(s) to secure loan(s) of \$4,000.00 from First Bank (N.A.) at 9.13 percent interest per annum. This loan obligation was guaranteed by Great Lakes Higher Education Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 11/02/93, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$8,311.18 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 12/25/96, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

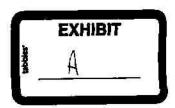
Principal: \$7,311.18
Interest: \$3,002.20
Administrative/Collection Costs: \$0.00
Late fees: \$0.00

Total debt as of 07/28/98: \$ 10,313.38

Interest accrues on the principal shown here at the rate of 1.83 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on:	: 1 cr/7.	Name:	
	Title: Loan Analyst		
		Branch: Litigation Branch	250



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NOV 1993 PLEASE PRIN	T CLEARLY MY INC.
BE SURE TO PUT YOUR INITIALS BY ANY	Y CORRECTIONS YOU HAVE TO MAKE.
AUXILIARY LOAN TO ASSIST STUDENTS (ALAS)	
A IMPORTANT - READ THIS INFORMATION CAREFULLY	Your Name MARK A VESSELLA
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The state of the s	Your City/State/ZIP ROSEVILLE MIGH UKOGE
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LENDER COPY

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U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Mark A. Vessella AKA: Mark Anthony Vessella 22843 Cushing Ave East Pointe, MI 48021 SSN 3715

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 07/28/98.

On or about 05/17/88, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from First Bank (N.A.) at 8 percent interest per annum. This loan obligation was guaranteed by Great Lakes Higher Education Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 11/02/93, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,154.34 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 12/25/96, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal: \$3,154.34
Interest: \$1,194.39
Administrative/Collection Costs: \$0.00
Late fees: \$0.00

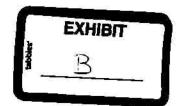
Total debt as of 07/28/98: \$ 4,348.73

Interest accrues on the principal shown here at the rate of .69 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 5/4/50 Name: Loan Analyst

Branch: Litigation Branch



Case 3.14-cv-12/3/-3co-wikivi, LCF iv	10. 1, FageID.1 Filed 01/14/14 Fage 1 01 1
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merces on this less, remapt that if the interest according to the front prior is the separation of the following the property of the Secretary, the Secretary will pay the interest that secretary and pay the interest that sector derivatively property of the secretary and any interest to the unpaid principal between the that that that it not the following the first pay and any interest to the unpaid principal between the field. It is not that the second of the following the field. It is not that the second of the following the field.	If geomitted by hear, the leader way collect from me a but charge if I fall to make any part of an installment payment soluble 18 days after it is day, solves I provide advancementation that I was
3) The lender stary and any interest to the applications of HEAF governing the BSLP. I will paid when it is dut, in exceptants with equilibrium of HEAF governing the BSLP. I will repay this lean wichin 15 years of the date of this Presidency More, ever a repayment	installment purceurt within 18 days ofter it is dail, where I proved excendent that the estimate the purceus decompany defauted in decided under OFFERMENT in this Practiment lists. A late charge may out exceed \$6 or \$56 of an installment, whichever amount in hos.
repay this lean within 15 years of the date of this Providenty Most, over a repayment period that generally lests at least 5 years but no supro than 16 years. However, the follow-	V jette Christia greit deut deutsche bis die 2.5 das des bestermitter improduit generalier aussielle generalier improduit generalier
parind But generally work of lands a fund of the land	DOTICE TO PERROWED a) DO HOT SIGN THE PROMISSORY NOTE GET-ONE YOU MEAD IT. b) YOU ARE UNTILED TO A COPY OF THE PROMISSORY MOTE. c) YOU MAY PREFAY THE OWNERS BALANCE AT ANY TIME WITHOUT PERALTY. d) IF YOU HAVE ARY ENGETHOUS BY WISH TO EARCEL THE LEAR I) DO NOT
ing exceptions to these rules appropriate period charter than fern years to armore that the payments of all my lends, GSL and PLUS, including them of my spouse, are at least \$600.00 per measure or, the angula principal belonce, whichever is less. These turned to the control of the control o	LA YOU ARE ENTITIES TO A COPY OF THE PROMICEDRY MOTE.
payments of an my trans, the manual principal belonce, whichever it less. These turns	C YOU MAY PREPAY THE UNPARE BALARCE AT ANY THIS WITHOUT PERALTY.
BOOK TO BE RESIDENT OF MAY TORKE, WAS A MAY TO BE A SECOND OF THE PARTY OF THE PART	CASH THE LOAN CHECKES AND 2) CONTACT YOUR LENDER.
negly to all headers of my loans, GSL and PLUS. Any period described under DEFERMENT in this Provincery Mote or any period for the following the second further many period to be included in determining the 5.	
	11/11/0/ / C-12-46
10. and 15-year parinds mentioned above. If dering the prote period, I request a shorter repayment period, the localer may great me a puriod shorter than 5 years. In that event, I way letter chann to have the capayment	Today's Date
a paried extended to 5 years.	
period extended to 5 years. 1) I must contact the lender prior to expiration of my graze period to requisite the boson of 1 invest contact the lender prior to expiration of 1 investment. It is represent to the act, I hereby authorize the lender to exhibite represent torse within the applications set forth in Foregraph 3 of this section, extinct my further torse within the applications at the first period of their torse in vertices at the letter.	
name within the spiritalines set forth in Paragraph 3 of this section, without my forther	
Property and the party of the p	
address that I have provided to the leader. Elify obligation as cappy this loop shall be concalled if I become totally and purmanently disabled or dis.	· · · · · · · · · · · · · · · · · · ·
Gregoried or Ga.	
Completed or dis. The perticular terms and conditions of repayment that apply to this loon will be set forth in a	

are represent period begins.

E. PREPAYMENT
At my action and without penalty, I may properly at any time all or say part of the empirical policies of this flow. In the event of interpresent and if intent sayments have been extended by a method other from simple intenst or actual daily accrual, I will be institled to a sphere of any properly of any account of the intenst of actual of the part of the LENDER COPY

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